Supreme Court, U.S.
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No._____

In The_____

Supreme Court of the United States

CLEMENT A. ST.HILAIRE
Petitioner,
vs.

GRACE A. ST.HILAIRE
Respondent,

ON PETITION FOR A WRIT OF CERTIORARI TO THE COURT OF APPEALS FOR THE STATE OF MAINE

PETITION FOR A WRIT OF CERTIORARI

FIRST CIRCUIT

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March 16, 2004

QUESTIONS FOR APPEAL

Whether an Appeal form the Maine Superior Court of Oxford County,Decision of un Timely made, where the "Exparte"Receiver order an being Defendant Agrieved, Contrary,the preservation of Real Property Right Post Divorce Erroneously allowing of the Causation Plaintiff of her Failure,an Intentional Negligence not conducting Immediate Sale Act in the Defiance in lapse 18yrs intent Unjust Enrichment her failure honor three cash sales.

Whether"Prejudice,or Punishment"after"Divorce Interlogatory[A]mended improperly of Original Decree that never Appelled finalizing the parties,must Agreed Test, in"Substance"that "Supersedeas" within Real Property Rights,ConstitutionallyTest grounds for Due Process of Substantial Justice categorize Substance "Procedure"is Controversy Jurisdiction Sufficiently goes issue Merits of Contract.

Whether the law Court abused its Discretion in Barring the Defendant ability to Represent Him self and Equitable Interest when the Statute gives absolute right Const itutionally at Law Plaintiff causation Motion Alledging Contempt arised the Defense sanctioned Justice ColeJ.

Whether Decreed offered Adquate Protection to the Co owner against the Encumbrance of the receiver in form of First absolute Equitable Rights of Purchasing, which has given rise to a Serious Question of law ?[a]mended in Contract Decree did not give Rights of Defendant of purchasing, albeit though Ambiguous its silence decree of Statute of Limitation the decision That violated the Constitution.

WhetherAllowing Receivership Ex-parte was Contrary,

As violation of the four Corners of the Divorce Decree written Consent Agreement,the action must be Agreed By Defendant as not to"Suffer Waste",on said Premises nor Encumber the same in any manner without written consent of the defendant"or exhaust First Right refusal as co-owner Defendant with Equity. Whether Receiver-ship violated its Fiduciary duty, by not offer R.E.S.P.A. Settlement statement ,and Rental Accounting.

Whether the Shifting of Right of Exclusive Possession, in "use"an Abandonment but leased for income. Order Ambiguious in silence in Statute of Limitation Exclusive Possesion.lack no foresight improper document shifted did[a]mended the Silently"use"rental due of $ 200.00 a Month to the Defendant where Plaintiff had abandoned creating Constitutional controversy in"use"her income "Substance"and income Merit rental thus an establishes [h]er waste to the Estate the Plaintiff In Contempt was violating Concealment of an Escrows rental Constitutes fraud not having in Misconduct of No accounts 18years Extrinic Surprise Newly discovered evidence. accounts concealed being Sworn Transcript wrongful exercise of dominion over personal property of another Wrongful withholding of a property can constitute actual interfer-ence even where the defendant lawfully acquire proper ty. If person entitled to possesion of personal property, of unjustly refused to the demands its return back the property is Conversion

Whether the Supreme Court Error by not over turning Justice Cole J.Whom abused his Discretion, by granting Attorney D.Hirshon Motion Withdrawal while pending Counter Claim both Defendant Plaintiff were before Court,there was no substitution of Attorney,Irreconcil-able difference refusal to pursuant Contempt, Appeal use of Rental Violation of M.R.Civ.P. Rule 89 (a) (1) (2.)

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1.

OPINIONS BELOW

The Petitioner Clement A.St.Hilaire,of State, Maine Petitions to This Court for Writ of Certiorari, to review a Judgment of Court of Appeals in the State of Maine Dated February 5, 2004, By a Five Judge panel decision being unanimous of the State of Maine Supreme Court.

The Appeals where from, Two (but of Three entries) of Orders entered in the Superior Court a June 18, 2003.an Order (Oxford County, Delahanty J. Ex-Party) Granting Grace A.St.Hilaire Respondent,a Motion for Appointment of a Receiver; And a July 8, 2003 order(Cole J.)granting Clement Attorney Motion to Withdraw fromRepresentation. (The third Order Requesting (In Deposition) **(a) Newly discovered evidence of the Plaintiff** In the Fraud,of the Entrusted Escrow Account of the Property Concealed of income,Plaintiff stated I,don't have Funds that were entrusted,her personal account of 1.9 interest **(b)** And the violation of A Statute of Limitation of three years of Exclusive Possession Source Marital Contempt. **(c)** And the Court Explanation of a Silents in the Aug 8, 1987 order Contrary to Judge,In Superior Court Stating in [T]ranscript Plaintiff may Rent Home, during Winter Months of 1987 so as not have the property[f]reeze up. **(d)**Failure in Fiduciary duties Receiver of Both Interest in not Hiring an Appraiser,Versed in Knowledge of the Market Value. The Broker act of Fraudulent Purchaser at Bay underhanded for Seventeen days as Quick sale. **(e)** Being Half owner of the Property I,was never made Informed, of the House was being Sold,Lack of Disclosure Form from the Receiver,The Concealment,a Broker Firms Owners Idenityof use, was Fraudulent. **(f)** Failure of the Attorney in Notifying Defendant of Receivership, Whom Defendant opposed the Receiver. That Decree is Arbitrary,Arised Good Merits a standing

as Agrieved of Property Rights Arises are issue of Law. "Substances"Procedual".)
(g) The Illegal Conveyence, while Pending in Law Court of the Receivership Pendlite, was oppose by Defendant
(h) The Receiver failed in his Duty giving Actual Notice to the Defendant of the Absolute First Rights to Purchase the Co-tenant Equity interest in the Fee Property.
(i) The Silents of a Reciprocal Rental paid by Defendant of $ 200.00 month to the Plaintiff "Identical" in demand Plaintiff Failure in paying$ 200.00 a month for "use"that for 18 years in Refusing to sell was denial of Defendants "Use" and in enjoyment as equity of the Property.
(j) The Adverse Possession of the Property for baring of non payment in use of Co-owner half interest property "Strict Forclosure" legal default allowed for non payment for specified 18 yr. period of Time to redeem home.
(k.) The "After" Post -Divorce" Force Payment of Maintainence, and Taxes, of $ 11,119.11 Ordered over above Aug 5, 1,1992 by Justice Alexander J.)

We dismiss the Appeal of the first order as untimely, affirm the second order, and impose sanction because this appeal is Frivolous(Intentional Obvious pretense of Omission to Punish already Sanctioned, years ago and Law Court never taken action,of addressing issue Bar).
1 BACKGROUND
[¶2] This is Clement's sixth appeal associated with the Parties' 1983 divorce Judgment, which originally order Clement to sell the parties' marital residence. Clement failed selling the Property, and the Me. Superior Court. (holding that a detailed showing of pattern of abusive and frivilous litigation may support enjoining a party from filing frivolous lawsuit) (The entry is ;)
The Appeal of the order of June 18, 2003,is dismissed as untimely pursuant to M.R.App. P. 2 (b) (3): the order of July 8, 2003, is affirmed. Clement .St. Hilaire shall pay Grace St.Hilaire treble cost and her reasonable attorney

Fees, to be determined on remand. Clement St. Hilaire is prohibited from filing any motions or appeals in this case unless a Licensed attorney signs the pleading subje cted to M.R. Civ. P.11, or a Superior Court Justice makase preliminary determination that filing is not frivolous.This matter is remanded for further proceedings consistent with this opinion.

JURISDICTIONAL STATEMENT

The Judgment of Maine Court of Appeals was enter on February 5, 2004. A requesting Reconsideration as that an Agrieved party Defendant filed on February 9, 2004 On February 23, 2004 Order Denied.The Appeal filed to be within ninety days of the date This Court's jurisdiction was invoked under March 12,2004. Arbitrial 304 U.S. 64 Due Process 353 U.S. 232.238,239 Merits 350 U.S. 198, 208, Rights in Property 471 U.S. 462, 477 (1985) Equal posession 350 U.S. 198, 1956 Entitlement 469 U.S. 464 Victim's 225 U.S. 1967.Conversion 214 Cal. 713, 720,622

CONSTITUTIONAL PROVISIONS INVOLVED

UNITED STATES CONSTITUTION, ARTICLE I, ART.1,SECTION 6-A {2} SEC. 6.

A State cannot exclude a Person from practice of law. The Property Rights and Interest of Enjoyment deprive

U.S. CONSTITUTION AMEND XIV § 1,{1}

Equal Protection of Property deed right of Due Process.

STATEMENT OF THE CASE

Clement A.St.Hilaire,Defendant, Appellant Petitioner, Grace A. St.Hilaire, Plaintiff, Appellee,Respondent filed Initiating document"personal letter" July 30,2003, with Frudulent Sale Contract lacking Earnest Money a alleged of false complaint was Causation acting as Pro-se in South Paris, Maine Superior Court. Property Co-owner in There Controversy as both with one half interest the Home Marital Property at 457 Blanchard St. with adjacent Lots in said, in Rumford ,Maine. David M. Hirshon

Esq.was hired with Postal Retainer check represent the Defendant had Filed A Counter Claim for Contempt of 18years a refusal of immediate sale.The Court Hearing resulted in Justice Delahanty's J. Order.The Plaintiff had to hire a Counselor to represent the Plaintiff.The Justice had Stated for her Failure in not selling the Property.
The Justice ColeJ transcripts of Hearing on September 9 2003,Order was released for use only in defend an Appeal Defendant was very capable defend him self- Pro-Se the hearing held in Chambers, Plaintiff Counsel denied the Judge Stated this day isn't about request of counsel fees.The Hearing held on Withdrawal of David Hirshon Esq.Order So,and was in violation to Maine Bar of Professional Conduct 3.5(a) and 3.6 while in duration on existing litigation in the Lower Superior Court.

The Parties Agreed Original Contract Divorce Decree on Dec. 7, 1983, and that was never Appealed, by either party. Defendant in Posssesion was order to sell home an within two years of the decree the Judge found the Defendant in Contempt of Court, Failure of not selling The Marital Property. On July 7, 1986 at Court Hearing the Defendant was order Pay rental to Plaintiff.Amount of $ 200. 00 Monthly.On Aug. 5, 1986.
The Justice Shifted"Exclusive Possesion " of the Marital Property to the Plaintiff with instruction of a Immediate Sale.Ambiguity of Silents the Statute of Limitation also Silence to the Abandoned, and the Rental "Use" to the Defendant.The Justice informed her she could rent the home in 1986 Winter Months in care within the sale of the Property so as not to Freeze it Up. Contributory in Negligence at fault Plaintiff of caring as prudent person **are question of fact left to a Jury.**
The Continued Intent in Not abiding acted as" **Laches" of "Net" Unjust Enrichment Refusal to sell** that excee ded all Statutes of Limitation,Where it extented for 18yr

The Superior Court had Failed in making a Just Equitable Ruling of Division of "Post-*after* Divorce"Rules the affected the Future Income of the Defendant Property, and without being**"PreJudice"**The Defendant Appealed to the Law Court for Direction. Six Times Appealing an Six Subsequent Orders Fell on deaf ears an their failure to acknowledge, the Misappropriated Rental "use" the Defendant thus their change of"Ambiguous Decree" its never was [A]mended properly or Justly.
Plaintiff collecting rental of $600.00 a month was highly "Created an Suffering Waste nor Encumber the Same" negligently below market rental, without keeping any Escrow Account in defiance to Court order demanding an Immediate Sale an copies of Leasee Parties deposits. In Context, a Plaintiff's negligence in Lapse diligently not applying the efforts of in Selling Marital Property.

The Receiver Norman Rattey "Ex-Parte order" was in conflict of Interest on two count's. Defendant Failed in his Duty by not Hiring a Qualified Appraiser of the Pro perty as Fiduciary to Both Clients Co-owner Building with Adjacent Lots at Property on 457 Blanchard Street And in Rumford, Maine. Failed to have given a Proper "Actual Notice"of Purchaser's offer,have not exhusted clearing Title of The Absolute First Rights to purchase Option to acquire the Plaintiff Equity.The Merit of the Case Real Property Rights.The Settlement was without knowledge of a third party. Deficience to the Co-owner interest.nor signing an sworn Free Will in Deed,records in registry of Deeds on Dec. 9, 2003 Deposit $ 72,949.99 with the Superior Court.
The defendant never recieving an updated accounts the Rental income of theTrue Expenses or Form of Sale and Settlement Statement which defyies the Federal Statute of" RESPA" Closing requirements Real Property Rights at Law.The Appeal in this Petition was for Title defense.

To protect property rights of the Adverse prossesor. The Statute of the Receiver That Defendant being Party "Argieved"must Respond in an Timely Right's Appeal protection for ripe for Immediate Rivew the Contrary Maine Supreme Court.Where Controversies involving Property That"Ousted",by Litigation threaten the right Intrinsic, the"Substance" contents "Procedural"adverse to Circumventing Just Division Arbitral agreed having exhausted all end, of Receiver his duty of Fidelity clear Substance of Law. Plaintiff exclusive" use"and after the Divorce payment that Defendant was forced to pay to the Plaintiff of $ 11, 119.11 to the Courts as a Judgment ordered on Aug.8, 1992. "Post-Divorce" payment.

MOTION REQUESTING RECONSIDERATION
Filed within fourteen Days of the Decision February 9, 2004,Agrieved Party is allowed 30 Days to be Timely in an Appeal on Property Rights 14 M.R.S.A. § 1851 at 3 was Amended by 2001 Rule (b) (3). on Receivership of
The Lăw Court exhibit of M.R. App. P .Rule 2 (b) (3.) is Quashed The 95 A.L.R. 911, Subject " Receiver's"Appointment in divorce Suit". And it is equally clear that appellant's failure to have appeal from the June 18, 2003 Order appointing the Receiver, would have precludes him, in a later motion to vacate, from complaining of The defects, of the Receiver See; Hursey v. Hursey 147 S.W. 2d 968.

The Uniform Fraudulent Act 14 M.R.S.A. § § 3571-3582 Defying The Absolute rights for defendant To Purchase the property.

If a Person entitled to possesion of personal property demands its return, the **unjustified refusal to give the property back is conversion.** Edwards v. Jenkins (1932) 214 Cal 713, 720 Witkin, Supra at section 622.

7.
THE ARGUMENTS OF COUNSEL AGRIEVED BY AN EX-PARTE JUDGMENT

The Decision filed, by the Law Court on Feb 5, 2004 was Appealed an alledged filed untimely.Decision error The Law Court was unsupported. The Request Review filed by the Defendant.The Court had overlooked, and Misapprehended that the Party was **Agrieved** Ex-Parte Order which the defendant rebutted of Substance being in timely fashion. Rule 76 A (b) (1.)Points of Procedure, Fair instance of Justice (2)(c)had a Good cause showing.

The Request, of a Timely"Actual Notice"of Appeal. The Plaintiff Order as signed by (Delahanty J.) on. June 18, 2003.Superior Court Stamped the document on June 20 2003.I, Clement A.St.Hilaire Signed the Appeal request of July 12, 2003. Being a weekend. On Monday July 14, 2003 the appeal was filed, in South Paris Me. Superior Court.July 14,2003 Twenty Four day gone by Saturday Being only July 12, It was only 24 days latter then June 18, 2003, Receivership Order. M.R.App. P. Rule Appeals Rule 2 (b) (3.) A party Agrieved by a Post Judgments a order Motion under rule (b) (3) foot note 3.

{ Editor's note; 14 M.R.S.A. § 1851 at 3 was amended by 2001,Ch.17, to authorize the Supreme Judicial Court set the Time Limits for filing Appeals.}

M.R.APP.P. RULE 73 (a"Notice of Appeal must be filed within 30 days,Therefore Appeal the Defendant Timely Filed TheirAppeal. Defendant Agrieved by the Ex-Parte the Order and decided June 18, 2003 Unknownon and it was without a timely notice to Defendant his Attorney. No Copies were ever sent Receivership by either Court or Counsel .

A Copy Mailed, from Superior Court of South Paris, Maine.On July 8, 2003 Attached is the envelope Exhibit That I,Received on July 10,2003,Being only"Notice"That

was given Receiver Order.Appeal an Error Key 69 (3). Interlocutory Judgment, Partition Decree in determining rights and interest of parties and directing Appeal. The Law Court review of Motion New discovered evidence whether Waste,or Partition in order of Fraud, of the Property sale and division of proceeds.

West's ann. Code Civ .Proc. § 963, subd 2. E.Schwartz. v. D. J. Shapiro Civ. 21442 Oct. 15, 1964 40 Cal. Rptr. 189. A Prerequisite of the right of Appeal Interlocutory the decree a partition Appeal. & Error Key 428 (2). Ex-Parte that effects the Substantial Right of the absent Parties in turn Insinuates Particularity of deficiency and accuracy of the Statement. One of the parties concerned in Controversy. All parties to the difficulties, or preplexities concerning,which relief is sought"unite" Century Dictionary And Cycloopedia Vol. 3 D.E. fels 1911.

The Law Court fails to see ; that the original Decree Order of Dec. 7, 1983 was an Agreement upon Order Settlement, A Property being Marital, was an open-ended the Immediate sale Subject making a finalorder, being Susequent order,the originalorder.Plaintiff was in Contempt violation of Court Order after 18 years
The Plaintiff failure in Not applying or not selling home for past 18 years. The Plaintiff calculated with the intent Condition broken Affirmed by proviso Reciever deed. Major unsettled, Real Property Rights isn't a Trivial suit as victim but Question of Law Appeal and Error Key 81 As Court said in Ex-Parte Garland, 4 Wall. 333, 379,

PRO-SE ONE SELF DEFENDING
M.R. S.A. 4 § 858 ch. 17 Title 4

Maine Constitution Article I, Art 1. all men are equal ly free and Independent, an have certain natural

Unalienable rights in Defending accquires possessing and to Protecting Property in pursuing and obtaining safe of and happiness.Sec. 6-A.{2} Sec. 6 futher nor be depri ved of Property, Privileges,but Judgment of his Peers or The law of the land U.S. Constitutinal Art I ,Art 1.

A State cannot exclude a Person from practice of law or from any other occupation in manner or that reason Contravene the Due Process a Equal Protection Clause, of the Fourteenth Amendment " Schware v. Board of Bar Examiners, 353 U.S. 232, 238, 239, As Court said in Ex-parte Garland, 4 Wall. 33, 379,. See: Cyr v. Cyr. 432 A 2d 793, 9797, 798, (Me. 1981.)

Prejudice Standings Against the Defendant in Denial of Due Process Property Merits Right, Contrary Frivolous The Law Court"Sanction is Illegal"an Contridiction the Federal Law 2. Civil Rights Key 13.12 (2) Federal Civil Procedure Key 1788.5_Thomas Woodall v.C.A. FotiNo. 79-3601 648 Fed. 268 June 16, 1981. (Fifth Circuit).The

In artfully drafted, must be held to less rigorous standards than formal pleadings prepared by lawyers, and can only be dismisse for failure to state a claim if it appears beyond doubt that plaintiff can prove no sence of facts in support of his claim which would entitle him to relief.

See; 28 U.S.C.A. § 1915 (a,d) 42 U.S.C.A. § 1983. {¶ 10} Black Law Dictionary sixth ed. page 668 Due Process of Law **U.S. Const. Amend XIV § 1 {1}** Me. Const. Art. 1, § 6-A-§ {2} Equal Protection of Due Process.

Parties may plead and manage their own cases Pro-se in Court or do,No person whose name has been struck from the roll attorney. 1.Attorney Pro-seThe State may not force a lawyer upon a defendant who properly asse rts the right to proceed Pro-se State v. Craft. (1981 Me. 425 A 2d 194. Ex-Parte Smith (1950) 145 Me.174,74 A 2d_ 225.can Appeal-by self Representation 24 A.L.R. 4th 430

U.S.C.S. Constitution Amendment 6 Permit Defendant to act as own Lawyer 1.Glendale L. Rev. 341 (1976)and Existence to the Extent of rights Litigant's in Civil State Appellate Courts.
TheTerm"Extent"Exclusiveness § 3 infra.) to conduct an appeal in person § 4 [a]infra 444 U.S. 1088 62 L.Ed. 2d 776, 100 S.Ct. 1051, Reh. den. 445 U.S. 955, 63 L.Ed. 2d 792,100 S Ct1609. Austin v Austin 2000 Me. 61, ¶4, 748 m A 2d996, 998, "Classic definition Blanchard v.Sawyer , 2001Me. 18, ¶ 4, 769 A 2d 841,843.
The "Right of access to the Courts" basic to our system of governments,and it is well established today that it is for the fundamental of right protected Constitutionally. "Ryland v. Shapiro 708 F 2d 967,971, (5th Cir. 1983) Victim's ability to obtain relief; see; Also Gonsalves v. City of Bedford, 939 F. Supp. 21, 929 (D. Mass. 1996). Jordan v. Massachusetts, 225 U.S. 1967, 1976, (1912), Angel v. Bullington 330 U.S. 183 (1947) The Power of a State to determine the limits the jurisdiction of its Court Controversy in character" substancive" which shall be heard cannot be deny access its court's is also subject to restriction imposed by the contract,full faith and credit, and privileges and Immunities clauses of Constitution. Right is not"a matter of Grace and Favor"The Property in Exclusive Possession where Controversy is ignored.

A State Cannot exclude a Person from Practice of Law or from any other Occupation a manner or for reasons that Contravene the Due Process of equal Protection Clause of the Fourteenth Amendment."
Schware v. Board of Bar Examiners, 353 U.S. 232,238-39
Litigations a Causation that affect Rights and Interest.
Contradictory; to Law Court verdict,Frivolous Appeals In Thomson v. Thomson (1936) 7 Cal. 2d 671, 62 P 2d 358, 117 A. L.R. 1, 17 A.L.R. 3d § 3 [b] 1333"Equitable" Law Court Justice's. Who haven't furnished adequate

Determining principal in the Courts opinion that what difference are between Arbitral and Arbitrary Marital with disregard principals of the law Black's Law Dictionary sixth ed.On facts page 105 Fox Film Corporation v. Trumbull, D.C. Conn., 7 F 2d 715, 727. application of doctrine ErieR.Co.M v.Thompkins, 304 U.S.64 less than self defining. they are delusive.The Intrinsic contents to what was thought to be conveyed by Receiver terms in the particular,context of a particular litigation becomes the essent inquiry.the Contract sufficiently go to merits of the[350 U.S. 198 208,]outcome as not merely because of the contingencies of different Individuals Passing on the same sought question,to make matter of one being " Substance"in the since relevant for see; Erie R. Co. v. Tompkins its"between Citizens of the Different States." U.S. Const. Art. III., Section (2) Equity in" Controversy was under Arbitral under Contract Agreement parties in the expressed in writing Decree.Shall be valid,irrevocable, and enforceable, save upon such grounds as exits a law in equity for the revocation of any contract. "May be attacked collaterally under subsequent "use".

Meritoriously; with Causation of Merit by the virtue Property Rights to Appeal *"Some, how ever, rest on the Fair Play and substantial Justice being Test, a Five-Factor of Balance Test See; Burger King Corp. v. Rudzewicz* 471 U.S._ 462, 477 (1985).The Constitutional test Ground; for Due Process for Substantial Justice.Categories a**"Substance"** and**"Procedure"** explained Guarranty Trust Co v.York York 326 U.S. 99 The Case at Bar: binding and Arbitral The Contract Decree was never Appealed an provision fell within the Law of"Procedure" governing an action the federal Court what ever Jurisdiction,a Controversy under a contract sufficiently go to the Merits of the [350 U.S. 198, 208]_United State Arbitration Act.III, 2,of 1925 Makes the matters one of **"Substance"**,it would araises

Serious question of Constitutional Law. 218 F 2d 948 The Original Appeal filed Reconsideration within Law Court for the recapture in essence of Timely possession Statute of Rules allowing further Issues Appealed for a Review of Receivership. The request Law Court Newly Discovered Evidence M.R. Civ. P. Rule 60 (a) of Plaintiff failure not having produce the Escrow Account having collecting Eighteen years or more in Rental Unjust Enrichment of 18years of $ 600.00 Mth.rental"Net Income" Rights in land,such as profit"**a Prendre**,"may be subject of a separate grant. Engel v. Ayer (1893) 85 Me.448, 27 A. 352.Appeal was filed as Interlocutory Appeal and arised in New Defense for the Defendant .In Protection parties from Substantial and Irreparable injury being a Real Property Co-owners Rights extinguished, Exparte "55.Sup.Ct.R.8 (1)(c)Where the error alleged particular case demanded attention to prevent injustice.

"State v. Cooper 127 N.H. at 126. Evidence resulted's Final Order Contrary to Proper Divorce Source opinion Modified Partition Key 22 Co-Owner Absolute right of Evidence Key 450 (8), one half interest should be First offered to Remaining Defendant.Of the Plaintiff equity as Co-Tenant share. West's Ann. Code Civ. Proc § 752. Contract be entitled to Specific Performance Key Note 16, 49 (2) 51, Must be fair an just,Adequate an equitable its consideration and its enforcement. West's Ann. Civ. Code § 3391, subds. 1,2,Warrants,Ex-parte,"Causation in the Civil case existent in the Context that Negligence Issue for Jury in protection of Defendant.

Against where.as the order for a foreclosure, Obtained upon irregular report, for which can only beconsidered **nullity.** Dominicetti v. Latti [2 Dickens, 588]Gowen v. Brothers 121 N.H. 377 430 A 2d 159 (1981).Fairness an and "Rights meet Both the "Test" 4 Am. Jur. 2d § § 51-64 the Decree Tobey v. Poulin 141 Me. 58, 38 A 2d 826

Page 828."Ex-Post-Facto"The Contract Law Prohibited General Rule of § 24 Miller & Edwards H. Cooper Fede ral Pract and Procedure § 4412, at 284-85 (2d ed. 2002) 6 According to The Commentary. 16 Scott then Filed a Motion to dissolve on the Ex-parte See; Darlene Liberty v.Scott Liberty 2001 Me.19 The Inherent Power a Court to Make orders to preserve.The"Status Quo"and insure The effectiveness of any eventual Fairness in Judgment See; Shiholt v. v. Angle (90 F 2d 297, 298, 5th Civ1937). Evidence was **"Tantamount"** In Not having Provided **"First"Option for the Defendant to have purchased it"** The Equity as Co-owner 457 Blachard Street, Rumford, Me.

> *"The Defendant shall not suffer waste to the said premises nor encumber the same in any manner with out the expressed written consent of the Defendant"*

The Receiver Failed in his Duty to Hire an Independent Appraiser, failed to Listing property Fair market Value and Failed to Sell the Property within arm's length man ner.The Property was Sold within 17days of Listing.The Receiver hired a Broker with a Purchaser at Bay, Failed to act with absolute fidelity, Imprudence to Co-Owners Trustee, Sale violating Fiduciary relation ship.A similar see Schwartz v. Shapiro 40 Cal. Rptr. 189. Marital Property Sale was Causation a Appeal Pending.

REASONS WHY THIS COURT SHOULD GRANT THE WRIT

Absolute must First Option to purchase "Co-owner " interest"Agreed that,owner desiring to sell his one half interest not to exceed original purchase price,that even before he could sell to third party, the absolute right to partition had been modified to require before partition selling owner must first offer her interest to Co owner. And upon not selling to the owner's.see; E. R. Schwartz v. D. J. Shapiro Civ. 21442 40 cal. Rptr. 189.

The Reasons given the Proof expressed,was the **engraf** limitation on the written Warranty in the deed. Divorce decree at Bar;Did not omit any options.Its Decision was affirmed, but on wholly different ground.TheWarranty deed,its Reformation without Notice. Where no options omitted purchasing the Defendant's other half interest as co-owner See; Weatherford v.Weatherford 257 P 2d 263, 199 Or. 290 (1953).3 Corbin Contract § 586ch. 26 pg 489 In the Case at bar:Restitution was decreed the same should be true of the interest **co-owners** being"Larger" an not smaller,but requires explanation and discussion. The "Impliedly" promising sale of the property,general Rule in the United States that the purchaser's to pay the conditional upon the transfer A good Marketable"Title" The Receiver must have exhausted all Co-owner rights the Fee Simple having not transfered rights warranted to the defendant,The Receiver denial of not offering the defendant's property rights left "Un- Marketable Title" 3 Corbin on Contracts 40 ch .27 § 604. Where Property that Courts were required to set Apart each spouse's Co-owner's one half interest in the "use."

Under Maine Marital Property Act:The duties Divorce Courts and the rights to an" Equitable Share"of Marital Asssets,31 Me. L. Rev. 333, 337,338 (1980) Section 722-A Provides for the Equitable or"Just" .see:_Long v. Long PIS; 96-679 July 24, 1997.

The Receiverships Breach in Contract of Fiduciary Relation to"Real Property rights" of the First Option in Purchasing the Equity of Plaintiff an justify cancellation Rescission damages.Right See; Unilateral Mistake ch.28 § 612.Their no ignorance which no one is excused, and the private rights which depend upon the existence of a particular facts and rules which the law declares as that those fact . Sheldon J. in Reggio v. Warren, 93 N.E. 805, 207 Mass. 525 (1911), 1.Clark on Receivers (2d Ed.)§ 482,

etseq,45 Am Jur.§ 385 etseq.Tobey v. Poulin 141 Me. 58 Failure in"Actual Notice"to defendant was a substantial non compliance of good faith effert basis in violation of divorce decree of(Dec. 7, 1983)"Vice versa"to the Case at bar;Below Pratt v. Spaulding, 2003 ME. 56, ¶ 11, 822 A 2d 1183, 1187, Lashawn v. Kelly,887 F. Supp. 297, 313 314(D.D.C. 1995) In Reversal of Receivership the abatement see;Paul Bates v.Lynn Duby Docket Me.CV-89-88 Consent to Remedy modify a Decree is purposes effect. **Personal Property Rental Income** Accusing Defendant an Allegedly not paying share taxes, Maintainence but Keeping personal Property, enlight *"After Post" Divorce* Conversion of the Plaintiff,Edwards v.Jenkins 1932) 214 Cal. 713-720 within Supra at Sec. 622 Contempt 18years an Not Selling the property. Granting application, upon terms, the Chancellor Said; It is a General [167 U.S. 409,437,]Rules that a party can not applying to Court for a favor of while she in Contempt.Vowles v. Young, 9 Ves. 173; Pr. Reg ch. 138 Green v.Thompson,1 Sim.& S.121 The Doctrine of this dicision was adopted precedent Supreme Court of New Hampshire.
see; Robinson v. Owen (1865) 46 N.H. 38. the"Actual Notice"The order attachment in theTort action, Darlene Liberty v. Scott Liberty (2001 Me. 19). Defendant's Decree of Partition First Option Right One half Interest must first offered of Co-owner wasn't to exceed price, original purchase before he could sell third party, The absolute right modified in decree Caused the appealled. Interlocutory Receiver has made an appealable Order. Appeal and Error Key 69 (3) West's Ann.Code Civ.Proc § 963 Subd. 2. Parol Evidence rule Ch.26 § 582 part 3. Never agreed price Mistake Corbin on Contracts ch.27 § 604 When the Parties have Merged in a Prior decree Divorce Agreement.This is rule of substantive contract law.But the Ex-trinsic evidence in this case, as found by the trial court,proved that.

The parties did not assent to the writing as the complete and "Accurate Reponsitory "of their agreement.

In Greenwich Plumbing & Heating Co. v. A. Barbaresi & Son. 164 a 2d 405, 147 Conn. 58(1960).

The Misappropriation of Parties Exclusive Possession Constitutes materially deterioration would "sequester" **Conversion** of the rents and profits for (her) own "use" Damages of loss of Rents, Profits unjustifying Waste as Ill. Keller v. Anton (1940) 304 Ill. App. 26 (Abstract) 25 N.E. 2d 893 Decision recognizing, apparent Rule).Defendant,was falsely charged,allegation of arrears a unpaid payment of"use"that has added to entire unpaid principal the Plaintiff has constituted waste to Defendant. U.S. American Nat. Bank v. North-Western Mut. L.Ins. Co. (1898), CA 8 CoLo) 89 F 610, Cert den 172 U.S. 650 43 L.Ed. 1184, 19 S Ct. 883 .

The Decree was an Irrevocable legal obligation which creates a legal duty of immediate performance expressed written consent of the Defendant.That Justice Shifted Plaintiff Responsibility of Immediate sale on Aug 8,1986 See; 59 A Am.Jur. 2d Partition § 226 (1987); e.g. Biondo v. Powers, 743 So.2d 161, 164, (Fla. Dist. Ct. App. 1999) See; Palanza v.Lufkin Cum 02-134 (Me. 143- 2002) July 22, 2002 [¶ 6'].and See;Vermont Supreme Court restated in 1910, its old Law against denying to arbitrate in Breach of Equitable Promise in Relief. Contract made In law,hardly a conclusive ground for artributing to the Vermont Supreme Court application of this equitable doctrine in (1958) to Allows such a Stay as here sought See; Nashville, C. St .L.R .Co. v Browning 310 U.S. 362, 369, New York Civ. Practice Act. 1451.

"Peculiar Indigenous"rule and was beyond to Statute of Limitations within Divorce Source (No Mortgage on St.Hilaire Marital Home Since Clement personaly Built.) Exclusive Possession far exceeded (Three Years) e.g.Md.

Fam. Law. Code Ann. 8-210 (1991)Wis Stat.Ann767.255 (7) (West Supp. 1995). (as"Reasonable Period".) Statute of Limitations does not deprive one of Property Rights, without due process of law.

Where" **Ambiguity"In the Decree** writen was Silente to duration in Exclusive Possession, the legal remendies of *Equity [Billighet, Rettvisa]* is available in Legality in some inadequate way this claim involves a particular, piece of Real estate,or if Specific performance of Superior Court Order.Has long past the Limited Statutes on before five expiration of years following enactment of a provision; Soper v. Lawrence Brothers, 201 U.S. 359, (1906) Nor is thereby deprived of any property without due process. Equity Courts General Rule § 7671. p. 31 however, the Appointment of trustee Receivership is Harsh measure And this equitable power Exercise remedy of last resort Mayhue v. Mayhue 336 Pa Super 188, 485 A 2d 494.The Respect is Agreed specific. (The Defendant shall not suff er waste.)The Law Court has voilated positive rules law and has reached as result which is plainly unmistakenly an Injustices that's apparent to be instantly visible the argument Arey v. Arey 651 A 2d 351, 354 (1994) (Me.) The Law Court failed to resolve the Dispute, The Constitutional Obstacles that still remain in the Concept of their failure to give the"Rights,is Controversy"equallizing the Post -divorce"Classic definition"have Circumvented Legal Dispute as question of Law. The Decreed "Ambiguous" Silence in the exclusive failure of Courts in addressing the Statute limitation in Timing of the sale are question of law See; Jessee v.Aycoth 503 S.E. 2d 528 (1998)

The Lost in Ten Good Purchaser Sale Contracts and The Refusal of three Cash offer, more than $ 80,000.00 In certified check. in the 1987,same amount as it sold in 2004, for 79,500.00 an I,Clement A.St.Hilaire Defendant Co-owner was never approached with a Bonafide sales

Closing Statement RESPA ; 12 U.S.C.A. § 2601.

"Tainted" is the Stigma causation by Plaintiff in continued litigation by the attacting to acquire whole bundel of stick Fee Simple

The Property was Marketable, but refrain from selling

A"Marketable Title"is a title free from reason able doubt as a matters of Law, The Title was corrected by the Supreme Court Order, A suspicion of a defect is not enough to render a title unmarketable if the title would satify the "Mythical" well-informed purchaser."

Lalime 629 A 2d 59.61 n.1 "Austin v. Austin 2000 Me. 61 ¶ 4, 748 m A 2d 996, 998, See; Blanchard v. Sawyer 2001 Me. 18 ¶ 4, 769 A 2d 841, 843, Questions of Law or the legal conclusions subject to be de-novo review Bissia v. Koulovatoes 2000 Me. 189 ¶6, 761 A 2d47,49 {2.} Court endeavor. A manner was to avoid continued **Financial Interaction " *after*"** between the Co-owners that Controversy existed Peters v. Peter Cum. 96-543 (1997 Me.134.)Merit the Defendant Constitutional rights in Property,That avoids the Revolving litigation Where that Defense proving unnecessary adjudication for Law Court "Prejudicely" taken Standings against Defendant. Litigation Defense Contrary to Black's Law Dictionary sixth ed. page 668, **U.S. Const. Amend. XIV § 1 {1.}Me.**

" CO-OWNER UNJUST ENRICHMENT"EXTRINIC"

The Constitutional Obstacles of the dispute was Silent of the Statutes Of Limitation on the Time still remain in the Concept of failure, to Post Limits That provided on the Exclusive Possession a"Rights in the Divorce Decree Controversy."Ambiguously"and silent of Expressing in Document Decree was Transcribed,in Judge's chambers The Decree of Aug. 5, 1986.The Plaintiff's Failure to pay Defendant $ 200.00 a month became a Judgment,begun payment on the July 7, 1986 Decree.

The Plaintiff had agreed in Court the of Rental income was to be an escrow account would divided with defendant in open Court Shifted Responsibility onAug.8,1986 of Immediate Sale. National Conference Commissioner A Uniform the State Law § 307,at 204 (1970)**"Decree to Not Suffer Waste from either party"Appointment that Receiver was "Waste"** 55 A.L.R. § 7 and § 8[b]page1053 (Recognizing Rules)of General Rule in Equity;paying *paying taxes, and charging the necessary costs as part of the original claim.*The Case at Bar; her Failure in buy liability Ins. As well that Plaintiff failure to pay insurance, taxes Maintainence out of the Rental Income, was Plaintiff's **duty** appointmented by the Justice Delahanty J.in Trust In Ferguson v Dickinson1911,Tex Civ App.)138 S.W 221

This rule not Limited to Situations where appointment of receiver resisted in the first instance, but applies also to good- faith efforts on reasonable grounds discharge a receivership already appointment Fletcher CYC Corp_ Corp. § 7949 Illinois State W.E. Erickson Const., Inc. v. Congress- Kenilworth Corp. 132 Ill. App. 3d 260, 477 Id. (Citing Mahoney v. Mahoney 91 N.J. 488. 453 A 2d 527 (1982).N.E. 2d 513. Appeal and error Key71, 92)Atta chment or trustee Process is Immediately appealable to exception to final judgment Rule. Appeal and error Key 843 (2) of Claim that Trial Court errored by Acting Ex-Parte That Motion for attachment,A Party was entitled the step any required purpose of his defense Haldane v Eckford (1869) L. R. 7 Eq. 425. M.R. Civ. P. 4 A (c).(i). At Bar No Affidavit of Evidence See: Boisvert, 672 A 2d at 98 (Citing Wilson 634 a 2d at 1254. Plourde v. Plourde 678 A 2d 1032 (Me. 1996).Was to continue as long agent properly performed, thus taking the contract out of the Statute.as In Mangini v. Wolfschmidt, Ltd. 13 Cal.Rptr 503, 192 Cal App. 2d 64, (1961).The Law court to review of questions of State Law must ordinarily be left to the

Courts of Appeals.See;Shanferoke Coal & Supply Corp Corp. v. Westchester Service Corp,. 293 U.S. 449 (3 of the ArbitrationAct.) Erickson v. Erickson 452 N.W. 2d 253 (Minn. Ct. App.The"Amibiguous" Silents in the failure of the Courts to address the limitation in timing of a sale See; Jessee v. Aycoth 503 S.E. 2d 528 (1998). 201990)Divorce Key 254 (2)Divorce Key 256 The unpaid 200.00 a month by the Plaintiff 18 years"characterized" Mortgage entitled a **Forclosure** M.R S.A. § 581.01 etseq "Parol Evidence"The Interpretation applied in asserting the Judgment writen.of any other meaning" At Present One collaterally to both the decree of the divorce court. proof such mistakenly should Not be excluded of"Parol Evindence" Rule in proper proceeding for correction of the error. In Yarus v. Yarus, 3 Cal Rptr 50 Cal App. 2d (1960). Pt.3 Corbin on Contract § 580 pg 436.

UNUSUALLY HARSH SANCTION OF LAW COURT
The Defendant had Possesion of Property forTwoYears and order to sell the Home 1983 to the year July 7, 1986 **Maine Constitution Article I,Section 9 Cruel or Unusu al Punishments Prohibited the law shall not be pased; that all Penalties and Punishments shall be in Propor tioned to the offense; nor excesssive fines being impos ed, nor crule nor unusual Punishments Inflicted.**
Maine Constitutional 8Amendment, Article I, Section1 (Plaintiff Failure in Provide Escrow lease Marital home) proving Compensation for[h]er Expenditures of Prope-rty during [h]er exclusive un Fair and Equal possession **U.S.Supreme Court** Bernhart v. Poygrahic Co. 350 U.S. 198 (1956). ch. 64 § 7671 p.31 **Remaining Controversy** The Negligence in Eluding not selling,the Property with Intent to prolong be Enriched with rental income,Thus Inconsistent with the Decree (abode Living Use)No sale As her Clutch Provided a Waiver of her rights,refussal. Attorney Fees, See; Fewel v. Fewel 23 Cal. 2d 431

144 P.2d 592, 594, Primary Source Power of Federal Courts is provided **U.S. Art III,Constitution Judiciary** Act. of 1789 (Title 28 of U.S.Code) U.C.C. § § 2-6 10, 2-703 , 2-708 , 2- 711,Pitcher v. Lauritzen 18 Utah 2d 368, 423 P.2d 491,493, Black Law Dictionary SixthEd.pg.1580 "Substance" and "Procedure" are, in relation in term a Mode Approaching problem determing Judicial Contr-oversy Sufficiently goes to the Merits "Substance" that araises This case, the serious question of Constitutional Law [350 U.S. 198 , 214] Divorce Key 254 (1)of Property disposed in manner of Equally to Both Spouses.

19-A M.R.S.A.. Section 953 when Improperly divided to both, when the wife had harvested the timber Berry v. Berry 658 A 2d 1097 Me.1995 In awarding marital right in property live their reasonable. Prolonged period the 18 years far exceeded with Unjust Enrichment.

"Abalienate" Salenious v. Salenious 654 A 2d 426,429 (Me.1995)Chamberlin v Chamberlin 2001 Me. 167, ¶4 785 A 2d 1247, 1249,.

Maine is an Equitable distribution State See; Kruy v. Kruy 2002 Me. 14 ARO- 01- 158 " Element of Surprise reduce expenses and delays." see; Institutional Drug v. Wankinch C.A. 9, 249 F 2d 566 The Counter ClaimThat See; MaCarthy v. M&M Transp. Corp. D.C. Mac. F.F.D. 290. Under an Equity Suit. U.S. Walch v. De-Itrick D.C. Mass. 22 F supp. 377 35 B.C.J.S. Fed. § 917 Rule 42 (b). To Estop Futher U.S. Mon and v. Paramount D.C. Mass 6 Fed. 2d 222 Whether Equity avoid a Prejudice. Dellefield v. Blockdell Realty Comp. D.C. Ny. 1 F.R.D. 357 Elkins v. Nobel D.C. NY. 1 F.R.D. 357. Shifted the Responsibility of Sale Only J. Hesch "95 - 5th T.M. at A - 32, A 33. (1995) Parties (26 U.S.C. 1041.) See; Atlas Life Ins. Co. v.Schrimsher,179 Okl. 643 66 P. 2d 944, 948,See; Branhill v.Rubin D.C Tex. 46 F. Supp. 963, 966. (ch.64 § 7668 p.27. after note 32.50) Refusal to Produce Escrows and Documents 35 C.J.S. §§ 751 U.S. Roth v Paramount

Pictures Distri.Crop D.C.Pa., 8 F.R.D. 31 Willful That the Court pleases it self and Failed to lack future forsight to the Receivership Fraud of The Transfer of Recording in Oxford County in Notice Property was sold, to a Third party without Notice, given to Equitable Co-Owner an not actknowledged Sale a violation Prexisting Law. See" Id. & 12.9 Quoting Parson v. Wright 649 A 2d1108, 1111, (Me. 1994) The Uniform Fraudulent Transfer Act. 14 M.R.S.A.§ § 3571-3582Unlawfullness of Denying the Defendants Rights **Major Controversy:** The Defendant was forced to pay the Plaintiff $ 200.00 a Month"Use" the Responsibility Shifted resulted 223 months. later of $ 200.00 x 223 Mth resulted=$ 44,600.00 Plus having Collected a amount $ 11,119.11, Defendant was forced to pay,the plaintiff."*After Post-Divorce"*characterzing merit as Foreclosure that Statutory Mechanism of remained thwarted under the circumstance I, find the award Principle interest and plus under a lien, due Defendant total $ 55,719.11 due. Erickson v. Erickson 452 N.W. 2d 253 (Minn App.1990 See;Palanza v. Lufkin 2002 Me.14 Aug. 22, 2002 laches, Linder, 391 N.W. 2d at 7. Knapp v. Bailey page 195 U.S. 267 (Me.March 1, 1887) R.S. c. 73 § 12Actual Notice Legro v. Lord & al York Vol. I, Page 161(1833.")

The preparation by Pro-se However**"Artfull Drafted"** are excepted" See; Hill v.Thorneilliam 430 Pa.Super551, 695 A 2d 186, (1993) William v. Syed 782 A 2d. 323. **Defandant Counsel Withdrawal, in Droping the Ball** while within case at bar, South Paris, Maine, Superior Court.The Relationship became Irreconcilable Attorney not wanting pursue the Plaintiff of Rental or her "Use" The Client relations on the Appeal in refusal to pursue The Contempt Charge; David M. Hirshon has Caused a Foreseeable"Prejudice Situation"The Portland Me.Area in his Withdrawal and Affirmed by Justice Cole J.within Aug 7, 2003, as Defendant Counselor, after having paid

Cash Retainer of $ 2,000.00Legal Contract Employment and Having Dropted the Ball while the Case is Pending Motions Under M.R.S.A. P. Rule 89, (a) (2.)There being Alledge off-set Contempt at Bar.The Prejudice effected withdrawal of Outstanding Litigation an Fraudulent act of Concealment in Action,Gen. Laws Ann Ch. 260 § 12. The Parties imposed a Duty to disclose the cause of Act See; Harkness v. Fitzgerald, 701 A 2d 370, 372, (Me.) 1997)Citing H.E.P.Group. Inc. v. Nelson 606 A 2d 774, 775, (Me. 1992) accord Patos v. First Albany Corp. 741 N.E. 2d 841,846,847, (Mass 2001). Puritan Med. Cyr.Inc. v. Cushman 596. N.E. 2d 1004, 1010, (Mass. 1992)Nor having no receipts or accounts § 11-116 of the Renter or Lease. (a) A Lawyer's best Judgment in the reasonable measure to keep the client informed on it Status of the Client's Affairs.(b) A Lawyer shall not provided arrangment, with respect to the provision of Limited Representation and Keep the Client informed. at Bar. Appellant Was never informed,by Counselor,of Ex-Parte Hearing thatTook Place on the Receivership.**3.6** Conduct During Representation (a)A.Lawyer shall take reasonable measures to keep the client informed on the Statutes of the Client's affairs. A Lawyer shall not **3.6** Professional the conduct (c) Permissive Withdrawal. Other than as provided these Rules a Lawyer may not request permission withdrawal in matters Pending before Tribunal Court. Unjustified a withdrawal of David Hirshon Esq. (At Bar Plaintiff Alledged contempt charge filed improperly In the process)was Civil P.(Long arm Statute). **3.6 (f)** The Lawyer shall not communicate or cause another communicate on the subject of the representation, Receiver ship caused by the Plaintiff, was in violation of Rule **3.4 (i) 3.5** Withdrawal from employment (a.) In a Contract was expressed in Retainer. a Total of $2,350.00 in checks Employment See; Corbin on Contracts 350 was for the Court Reporter,Therefore David M. Hirshon Employed

In Contract. The Receivership has negotiated and Thus Attorney Refused the willingness to have processed an Action.As party(*as Receivership attorney had a conflict of interest, with that firm for an incorrect opinion of Title.)*

Norman Rattey Esq.Contrary from Delahanty J. Order. Property.Test Whether Final Key 217"Test"Conn. 1972 Test of finality of Judgment whether that rights parties, are concluded, that Further proceedings can not affect its rights; Borough v. Norton 316 A 2d 775, 164 Semo v. Goudreau 83 A.2d 209, 147 Me. 17. Plaintiff's Fraud not having, declared proper Escrow rental income, with nor to Defendant.14 M.R.S.A.5951 Uniform Decaratory Judgment See; Roberts v. Roberts 90 ILL. 243 N.E. 2d 372.The Property at bar: Defeadant Built in 1960. While Working two occupations, personally with his own two hands, On empty.cleared Lots.The Property was never Mortgages.See; Evid.301(a).35A CJS. 90 § 332 pg 506 36. **Entitlement** after a Certiorari was grantedThe Supreme Court United States.see; U.S. Brandon v.Holt,Tenn105S Ct. 873, 469 U.S. 464, 83 L.Ed. 878, 645 F. Supp. 1261.

Arbitration Act 9 U.S.C.3 218 F.2d 948 Arbitral that fell within the provision of the law of"Procedure"Subject to review Final judgment in this Court. 2 Field, Mckusick. And Wroth, Maine Civil Practice, § 173.2 (1977 Supp.) Court Erred in the Disposition of Marital Property as procedurally Silent in the Limitation of exclusive Defendant right.Littlefield v. Littlefield Me.292 A 2d 204(1972) "Cross Appeal in Maine;Litigant"25 Me. L. Rev.105 1973 Field Mckusick and Wroth 2 Maine Civil Practice § 73.10 1977 (Supp.) Section § 307, 9 Uniform Law annotated at 492: (b) reciprocal of their other in Partition Divorce. Shaffer v. Shaffer Supra, at 764. Spartan Grain & Mill Co. v . Ayers, C.A. Ga. 581 F 2d 419,424 Black Law Dict. Dict. sixth Ed.page1269.respective interest after divorce.

43 Missouri L. Rev. 157, 198, (1978) J.Castleberry.Const. Limitation on exclusive Division of Property Divorce 10 St.Mary;s L.J. 37-73 (1978)[167 U.S. 409, 445] The Court Ignoring and Failed to see, Plaintiff had a control of the Property and any allegation bills within escrow were all irrelevent since she had all entrusted income and enjoyment entrusted property an enrichment of its income. maney years. The Property was a matters of law, is not entitled to the relief awarded see; Smith v. Townsend, 109 Mass. 500 Satutory notice that is required under the Conveyance acts of Receiver acts See; Kellogg v.Curtis, 69 Maine 212.With in"Actual Notice"Mr.Pomeroy(2 Esq Jur. 596, § 603 note) Cf.Bankruptcy Code § 547 (e)U.C. C. § 9-203 (1) (c).Proof taken was the support question remaining is whether a Judgment based upon exercise of such a assumed power is void for want Jurisdiction, **Maine is Effective Provisions a Settlement Agreement Consent Decree.**See; RBK Caly Corp. v. Brewer Water Dist. CV-94- 555 (Me. Super. Ct. Pen. Cty.12, 23,1994) Walker v. Walker [167 U.S 409,419,442.] The law prohibits the Penalties of a erroneous Judgment What the law allows does not deprived parties of their property without due process of law .Nor does Statute providing recovery attorney's fees of such form UnConstitutional deprivation.Parties at bar shifted with SubsequentThird order of *Post Divorce on* Aug. 8, 1986 Entry of Judgment is properly entered accordance with Rule 58 The Fourth Aug.7,1992 allteration not amending Original Judgment at Bar; St.Hilaire v. St.Hilaire **never agreed upon** arised the opressed that A Receivership Trust clear operation of Law.The Legal Stand points. cites; Statutory requirements,R.S.1944, chap. 154, Sec. 17, Dufour v. Silsby, 405 A 2d 737,739, (Me. 1979). When a Court [A]mends that previous Divorce Judgment the Docket merely should read "[A]mended Divorce that Judgment signed by J.L. Batherson, Judge on 5-31-79."_the failure to indicate the

Proper Substance of the order meet the entry.BlackLaw Dict. sixth ed.{legal remedy is insufficient or inadequate in some way } that doesn't amend specific relief Equity of particular Real Estate.**59 A Am. Jur. 2d Partition§ 226 (1987).** ***which reads:***

> *"There can be no trust concerning lands, except arising or resulting by implication of law, unless created,declared by some writing signed by the party, or his attorney."His citation from Pomeroy on Equity Jurisprudence (4th Ed.), however, makes clear that"All its trust which arising by operation of law are, the name indicates, excepted* from the requirement of the **Statute of Frauds.**" in Sacre vs. Sacre 143 Me. 80, At parallel to Bar obtain an advantage."Again, in Sec. 1053 (4thEd.)"26 R.C.L. (Trusts) 1232 Wild v. Rabe, 9 N.Y. at 425. ***Plaintiff Attempting to reap the benefit of a Contract.*** The First Property"Sec.26 of chap. 95 of the R.S. P,33 § 51 ch.3(4) Jellison v. Jordan Decided 7, 23, 1878. 68 Me. 373

> *Nor will it defeat his rights of recovery that he is in possession of the premises agreed to be conveyed.*

In Richards v. Allen 17 Me. 296 (at Bar Encumbered of Rights within the St.Hilaire v. St.Hilaire CV.81-152 (Dec 7, 1983) Decree. Antagonistic.Plaintiff had Sworn to that She will have Escrow account of rental, signs document, See; Chapman v. Bomann cite Me. 381 A 2d 1123. She also stated to that Judge of not doing what, that cannot be demanded by a litigant as his absolute right Kasper v.Helfrich, Mo. App. 421 S.W. 2d 66, 69, Prohibited law Sherman Antitrust Act, tacitly agrees analyzed legality See;Stravrides v. Mellon Nat.Bank & Trust Co.D.C.Pa. 353 F Supp. 1072, 1077.The February 5, 2004.no reciept intact § 11 of the Uniform Fraudulent Conveyance Act and § 1-103 of the Uniform Commercial Code; Louis Dreyfus Corp v. Butler, 496 F 2d 806, 808 (6thcir,1974)

Speculative Rental by laches, Cooch v. Grier,30 Del.ch. 255,265- 66, 59 A 2d 282, 287,-88, (1948).Per.Procedings Subd. 1, Art.2293 Equitable distribution Connubial cites. Hursey v. Hursey 147 S.W. 2d 968. *"After Divorce"* Settlement 31 Me. L.Rev. 333, 337, -38,1980 Protanto or Tracing"Source of Funds rule"Post Divorce 24 A Am Jur. 2d § 1170 Full Faith Credit Clause. U.S. Constution Art. IV, § 1.The rights a people Petition for a redress of Grievances.

"U.S Constitution Amend,I, a"natural Law First Amendment FreeSpeach clause of Article I,Sec 8 Uniform Fraudulent Transfer Act. Avialable to satisfy the case bar; Farstveet Judged See; Farstveet 2000 ND. 189, ¶¶ 23,24, N.D. C.C. ¶ 13-02-1-05 (2). Receivership accumulate, alleged writs See; Stewart v. Hurt, 9 Cal. 2d 39. 68 P 2d 726, 727. Mascot Pictures Corp. v.Municipal Court of city of Los Angeles, 3 Cal. App. 2d 559, 40 P.2d 272. Black's law Dictionary sixth ed. page 1437

17.16/ Request the Supreme Court**"Supersedeas"**In the Need for a **"Stay of Action"** Appellant, Petitioner was adversly affected by the Judgment of the Lower Court prior to Review by Supreme Court wish the execution of the judgment be both stayed or for the period in pre paration and filing of the Jurisdiction statement or that petition for Certiorari of the period of which a Pending case for Review before the Supreme Court of Appeal. "Supersedeas"where the Judgment exceeded 18 yrs.the rental income now due, to the Defendant where denied Refused.First Option of Co-owner, Plaintiff, Equity.And The Judgment Sought to be Stayed since involves Right Property "interest" in cases.

Where as **abatement of the present sale** disposition of the Settlement,being subject Rule 18 (1) thus speaks of Stay "Supersedeas" See; e .g. Chicago, M . St. P.& P.R. R. Co. v. Illinois 356 U.S. 906 St. Regis Paper Co. v.

United States 365 U.S. 857, 858, 3 **Am. Jur. 2d § 19, 3 A Corbin Contract § 611 (1960).** U.S.(Sixth Circuit)Orchard Group v. Konica Med Corp No. 96-3686 App.98a0041P. The Exclusive requirements in contract to satisfy requirements of the statute of frauds,albeit no specific amounts stated"Advent Systems Limited v. Unisy Corporation 925 F 2d 670, 678 (3rd Cir. 1991)purchasing party the needs precise Fixed Price. (Notice). M.R. App. P. 89 (a) Kimball v. Land Use Regulation Comm'n 2000 Me.20 ¶ 19, 745 A 2d 387 ,392 Legislative intent Statutes of Plain meaning"Ambiguity" We Look beyond that Language to determined Intent. Rule 89 (a) Had filed a, and not a Limitited Appearance contrary that where the attorney seeked With drawal as full time Attorney.

Robert Frost (They were welcome to their belief)

Poetry

Simularly;

("One welcomes the Justice's belief in thee,a Review,
of the Grief I've gotten to bare, of less than care in
negligence in kind begotten of the abode of mine
a review of Agrieved issues never forgotten,
of the parted pair.

But Build and he shell seek, of a young man's
dream I, built to keep I,enjoyed the warnth
confort while for many years the snow on my
roof, but betrayed in Barrister whom departed
left denied an abode in grief, the home I,
wanted to keep, whence in use a thief
parted with my revenue as fraud to keep.")
"C.St.Hilaire"

When does the State or U.S. Constitution Start; as Law personality conflict cause Capricious wrongful abuse of Judge discreation Conclusive mind involve Canon Law law on Judicial ethics Standards are not allowed where a Judge should be open-minded. The nonsensical facts the Defendant see all Exhibits was always in defense of Plaintiff harrassing tactic of Exhibit A-44 July 1,1993 law Court order,**laches** beyond essence of timeThe Plaintiff was told on Aug. 7, 1986 to sell in Expeditious Fashion the property on Exhibit 46 Superior Court told to have to have rental revenue Escrow account were concealed Plaintiff issuing Bond for deed, Nov.1993 leasee Susan, Anthony Parrella leasee a copies plaintiff reinburse che cks to Susan for Paint Bill Property leased up to Aug.30 2000 Constitutional abuse in Law Court Waste Plaintiff did contrary to original Decree 18 yrs in not selling, but leases at net profits,The abandoned home. If a person entitled to possesion of personal property demands its return,that was unjustified Refusal to give the property back is Conversion. Edwards v. Jenkins (1932) 214 Cal 713, 720,Witkin, supra at section 622. Exclusive possesi-on Statute Limitation of (three yrs.) exceed reasonable E.g. Md. Fam.Law Code Ann 8- 210 1991 Wis. Stat.Ann Ann 767 .255 (7) (West Supp 1995). Where Plaintiff for 18 yrs tried"Ouster"with adverse Possesion wrote deed of fraud on personal Transfer of Estate to her The Origi nal Decree States there shall be no Encumbrance"one that has a Legal Claim consistent with the pursuance of the fee by conveyance."That obstruct the action for the debts of Co-owner Half /Interest in the Property. see; Knudson v. Weeks D.C. Okl. 394 F Supp. 963, 976, A warranty of Title purchase U.C.C § 2-312 Black's Law Dict. Sixth ed. Pg. 527. Real Property Rights Defendant Property Sold while under an Automatic Stay of action Pending Law Review exhibit A-36 and A-60 Contrary to M.R.Civ.P. Rule 64 (h) (i) on "Exparte Replevin".

30.

CONCLUSION

The Writ of Certiorari for a good Reasons stated above should Grant this Court a Review of the Decision that State Maine,Law Court Appealing the reciever"exparte order"Co-owner of Real Property Rights,and pendente lite. Contempt, Counter Action, in the lower Court,and Defendant'Counsel hired Contract Retainer Conflicting fidelity Irreconcilable drawal violated professional code conduct under set-off claim.Newly discovered evidence concealment Intentionaly Deprived Fiduciary Account expressed Escrow order Fraud, the Judged, Immediate Sale the intent,Laches of 18year rental income as unjust Enrichment abuse "substance" of merits of "question of law"Prejudice[a]mended,in the Contract,to purchase plaintiff equity."sought unite"that Judge violated error the Constitutional Rights.

Respectfully submitted,

Clement A.St.Hilaire
Pro-se Petitioner
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(603) 320- 3918 03885
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Plaintiff Respondent
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Portland, Maine 04112

Dated: March 16, 2004

APPENDIX

A-31.

MAINE SUPREME JUDICIAL COURT

Decision 2004 Me. 13
Docket Oxf-03-462
On Briefs: January 22, 2004
Decided February 5, 2004
Panel: Clifford, Rudman, Dana, Calkins, and Levy, JJ.

GRACE ST.HILAIRE
v.
CLEMENT A.ST.HILAIRE

PER CURIAM

[¶1] Clement St.Hilaire appeals from two orders enter ed in the Superior Court: a June 18, 2003, order (Oxford County, Delahanty, J.) granting Grace St.Hilaire's motion for appointment of a receiver; and a July 8, 2003,ord er (Cole, J.) granting Clement's attorney's motion to withdraw from representation. We dismiss the appeal of the first order as untimely, affirm the second order, and impose sanction because this appeal is frivolous.

I. BACKGROUND

[¶2] This is Clement's sixth appeal associated with the parties'1983divorce judgment,which originally ordered Clement to sell the parties' marital residence. Clement failed to sell the property, and the Superior Court subsequently ordered.Grace to sell the Property.Her efforts to do the same were not met with Clement's contempt uous intereference.St.Hilaire v.St.Hilaire, 543 A 2d 822 822, 823 (Me. 1988).

[¶3] More than twenty years the entry of the divorce Judgment, The residence still has not been sold.In April 2003,Grace filed a motion for appointment of a receiver to effectuate the sale of the property. The Court grant-the motion on June 18, 2003, appointing an motion to,

withdraw on July 1, 2003, which the court granted after a hearing on July 8, 2003. Clement subsequently filed a notice of appeal from both orderson July16,2003.

II DISCUSSION

A. The Order Appointing a Reciever.

[¶4.] Generally, civil appeals, must be taken within twenty-one days after entry of the judgment or order appealed from. M.R. App. P. 2 (b)(3). Because Clement filed his notice of Appeal twenty-six days after the entry of the June 18, order appointing the reciever, the appeal is untimely. However, even if we were to reach the merits, Clement's appeal is frivolous. Clement offers no discernible reason for us to conclude that the court act outside its discretion in appointing a receiver.

B. The Order Allowing Withdrawal of Counsel

[¶5.] Clement makes a variety of largely unintellingible contentions regarding the withdrawal of his attorney. The record of this proceeding fully supports the court.'s exercise of its discretion in permitting the withdrawal of Clement's attorney.see Blessing v.DowChem.Co.521 A 2d 1176, 1179, (Me. 1987) (Stating that granting or denying a motion to withdraw is within the trial court's discretion, and the party challenging the proprity of the exercise of discretionary power bears the burden to demonstrate an abuse there of); M.R.Civ.P. 89 (a)

C. Santions

[¶6.]If an appeal "is frivolous or instituted primarily for the purpose of delay," we may award treble costs and reasonable expenses, including attorney fees. M.R.App. P. 13 (f). The record and our prior decisions in this case reflect a twenty-year history of repeated dilatory tactics by Clement in an effort to prevent the sale of the marital residence. See St.Hilaire v. St. Hilaire 526 A 2d 28, 29, (Me. 1987); St.Hilaire 543 A 2d at 823; St.Hilaire v. St. Hilaire, 567A 2d1349,(Me.1990).Clement has previously been found in contempt, ordered to pay costs,

[¶7] We find no purpose in this appeal other than to ca-
And attorney fees for frivolous appeals, and was even ordered to jail in 1992 for failure to make certain payments.
use further delay. Accordibgly, we impose sanctions of treble costs and reasonable attorney fees against Clement See; St.Hilaire, 567 A 2d at 1349.
In order to prevent further abuse of court processes we also enjoin Clement from filing additional motions or appeals of Superior Court orders in this case unless a lic ensed attorney sign the pleading subjectto M.R.CivP.11 or a Superior Court Justice approves the filing of such motion or appeal after making a preliminary determination that the proposed filing is not frivolous, See, e.g., Spickler v. Dube, 644 A 2d 465, 468-69 (Me. 1994) (holding that a detailed showing of a pattern of abusive and frivolous litigation may support enjoining a party from filing frivolous law suits).

The entry is:

> The appeal of the order of June 18, 2003 ,is dismissed as untimely pursuant to M.R.App P. 2 (b)(3); the order of July 8,2003,is affirmed. Clement St.Hilaire shall pay Grace St.Hilaire treble costs and her resonable attorney fees, to be determined on remand. Clement St. Hilaire is prohibited from filing any motions or appeals in this case unless a licensed attorney signs the pleading subject to M.R. Civ.P. 11, or a Superior Court Justice makes a preliminary determination that the filing is not frivolous. This matter is remanded for further proceedings consistent with this opinion.

Attorney for Plaintiff Judith W. Andrucki Esq.

A-34.
STATE OF MAINE

SUPREME JUDICIAL COURT

Docket No. Oxf.03-462
Sitting as the Law Cour **Decision No. 2004 Me.13**
GRACE ST. HILAIRE
v. ORDER
CLEMENT ST.HILAIRE

Upon motion for reconsideration of appellant, Clement St.Hilaire, it is ORDERED that the motion be, and
it hereby is, DENIED.
Dated: February 23, 2004

For the Court
"s./Jon D. Levy"
Associate Justice

STATE OF MAINE **SUPREME JUDICIAL COURT**
OXFORD, ss. **Sitting as the Law Court**
DOCKET NO. OXF.03-462

GRACE A. ST. HILAIRE
v.
CLEMENT A.ST. HILAIRE **ORDER**

Upon motion of the appellee to dismiss the appeal,

It is ORDERED that the motion be deferred and considered in conjuction with the merits of the appeal.

Dated August 5, 2003 *"ss./L. J. Saufley "*
Chief Justice.

STATE OF MAINE
OXFORD, ss.

SUPERIOR COURT
SOUTH PARIS
DOCKET NO:CV-81-152

GRACE A.ST.HILAIRE
Plaintiff

v.

CLEMENT A.ST.HILAIRE
Defendant

ORDER ON
PLAINTIFF'S MOTION
FOR APPOINTMENT OF
RECEIVER

[Filed June 18,2003]

The Court,having fully considered Plaintiff's Motion for Appointment of Receiver, hereby Grants such motion. It is hereby ORDERED as follows:

1.The Court appoints attorney Norman Rattey,Bar: No. 2659 of Skelton, Taintor & Abbott, 95 Main St. Auburn, Maine as Receiver of the real property owned by the Parties and located at 457 Blanchard Street, Town of Rumford,County of Oxford and State of Maine for the purpose of expediting and accomplishing the sale of the property.

2.The Receiver shall have the following duties and authority

a. To assess the requirements to accomplish the sale;

b. To determine what actions must be taken to clear the title;

c. To engage the service of an attorney to clear the title;

d. To determine whether an appraisal of the property is required;

e.To hire the appropriate individual to perform an appr aisal.

f.To locate a broker or real estate agency to list the property for sale at a price reasonably commensurate with the appraised market value;

g. To contract for the sale of the real estate with appropriate buyers at a reasonable market price;

h.To hold the proceeds of the sale for distribution,

According to the terms of the Divorce Judgment in the above-referenced Case dated December 7,1983 after all appropriate and reasonable costs and expenses of sale are satisfied;

i.To sign all documents necessary to list an sell Property

j. Take such other action required as appropriate and reasonable to transfer marketable title to the property to purchaser for value;

3. Payment for the service of the Receiver will be made from the proceeds of the Sale prior to distribution to the parties.

4. Defendant shall pay Plaintiff's Attorney's fees for the pro secution of this Motion.

5. The Clerk of Courts shall incorporate this Order by refer- ence pursuant to M.R.Civ.P. 79 (a).

Dated" ss/ June 18, 2003 *"ss.Justice Delahanty J."*

Justice, Maine Superior Court.

SKELTON, TAINTOR & ABBOTT

Norman J. Rattey

Ms. Donna Howe, Clerk January 12, 2004
Oxford County Superior Court
Post Office Box 179
South Paris, Maine 04281

Re: Grace St.Hilaire v. Clement A.St.Hilaire
Docket No. CV 81-152

Dear Ms. Howe:

Enclosed is the Objection of Norman J.Rattey, Receiver to the "Motion" entitled " Objection to Application of Norman Rattey Receiver to the Deposit of proceeds in the Amount of $ 72, 949.99 in Court,Prior to Exhaustion of Defendants First Right of Refusal to Purchase Marital Home" and the Other " Motion" entitled " Motion for Joinder of Persons needed for Just Adjudication Order" I appreciate your assistance.

" ss./ Norman JRattey"

Skelton Taintor & Abbot

A-37.

STATE OF MAINE

SUPERIOR COURT DISTRICT
COURT
DOCKET NO. CV-81-152 **[DATED; July 8, 2003]**

GRACE ST.HILAIRE
Plaintiff
v.
CLEMENT ST.HILAIRE
Defendant

ORDER ON MOTION TO WITHDRAW

Counsel for Clement A.St.Hilaire client has filed Motion to Withdraw from representation of the client. Counsel (has served - was unable to serve)the client with a copy copy of the motion and notice of hearing.) The client (does not object to the motion) (appeared in person on at the hearing) (did not appear at the hearing).
The Motion to Withdraw is GRANTED as follows:
1. Within 20 days of the date of this Order,client(s) shall secure the representation of another attorney,or shall write a
6. Upon compliance with this order, counsel shall berelieved of further obligation to the court on behalf of the client in this matter. The Clerk is directed to make the following entry in the civil docket pursuant to M.R.Civ. P. 79 (a). " Motion to Withdraw is Granted. Upon compliance with this Order *"ss./ David Hirshon"* shall be relieved, of further obligation to the court on behalf of the client *"ss/Clement A.St.Hilaire"* in this matter.This Order is incorporated into the docket by reference at the specific direction of the court."

Dated 7-8, 2003

"ss./Justice Cole J."
Justice

STATE OF MAINE
OXFORD, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-81-152

GRACE A. ST.HILAIRE,
Plaintiff

[AUG. 13, 2002]

v.

ORDER

CLEMENT A. ST.HILAIRE
Defendant,

By correspondeence dated June 7, 2002, The Plaintiff Grace A.St.Hilaire,pro-se, requested this Court file proper documents " to cansel out the fraudulent deed my former husband had filed to stop the sale of the marital property located in Rumford, Maine."
A hearing was held before me on July 31,2002,The Plain tiff appears pro-se and the Defendant is represented by David M. Hirshon, Esq.The Court hereby reaffirms and restates its Orders dated November 23, 1987, and May 10,1989, finding certain transfers of the marital property after the entry of the Divorce Jud gment were null and Void and of no effect and title to real estate is vested in Plaintiff Grace A. St.Hilaire and Clement A.St. Hilaire as tenants in common with each party owning a one half undivided interest.The Defendant shall prepare and be responsible for filing an Abstract of Divorce Judgment.

Dated "ss/ August 8, 2002" *"ss./Justice Delahanty J."*
Justice,Superior Court

STATE OF MAINE
OXFORD, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV81-152

[RECEIVED & FILED]
[DEC. 8, 1983]

GRACE A. ST. HILAIRE
Plaintiff,

v.

CLEMENT A. ST. HILAIRE
Defendant

DIVORCE JUDGMENT

The principal residence owned by the parties and all real estate adjacent to and associated with said residence property is ordered sold in a Commercially reasonable manner so as to bring the best possible price.The Defendant is to be primarilly responsible for the carrying out of this sale which must be conducted within two years of the date of this order. After payment of any Taxes, costs or fees, exclusive of any broker's fee, which fee shall be paid from Defendant's share of the proceeds, the net proceeds of said sale are to be divided equally between the parties,however, provided that the minimum payment which shall be made to Plaintiff from the sale of said house is Twenty-four Thousand Dollars. ($ 24,000.00) .The Defendant is to have exclusive right to possession and use of the premises pending sale of the Property, Further.The Defendant shall be responsible for all repairs,maintenance,upkeep and payment for charges of Utillities, heat and taxes.[The Defendant shall not suffer waste to the said premises nor encumber the same in any manner without the expressed written consent of the Defendant,] page 2.4.The Defendant is ordered to be responsible for all medical,surgical,orthopedic,hospital,optical,debtal,orthodontic,pharmaceutical an mental health expenses reasonably and necessarily incu rred for and on behalf of the parties'said minor child.

5.The Defendant is ordered to pay Plaintiff the sum of fifty and 00/100 Dollars ($50.00 per week for and on behalf of the parties said minor child, effective immediate ly, the first payment to be on or before December 10, 1983.In setting the amount of support for said child the Court has considered fully the child's present physical condition which requires his wearing of a back brace an its effects on his per sonal needs and activities as well as the Defendant's ability to pay support in this amount.

6. The Defendant is ordered to pay to the Plaintiff the sum of One Hundred and 00/100 Dollars ($100.00) per week as alimony, effective immediately, first payment to be made on or before December 10,1983.It is further ordered that upon the sale of the parties'principal residence or disposition of the Insurance Company, which ever occurs first, in accordance with the Court' Order as as noted below,said alimony payments shall be decreased by one quarter (25%),and at such time as the Defendant shall have complied with the terms of this order concerning both the insurance agency and the sale of the parties'principal residence and have paid out the proceeds there of as noted below, said alimony payments shall be decreased by another quarter (25%)of the original amount Further, said alimony payments shall be decreased by another Quarter (25%) of the original amount at the expiration of 5years from the date of this order and that all alimony payments shall cease at the experation of 10 years from the date of this order.

7.The Court sets aside and awards to each of the parties the marital personal property which each party had within their exclusive possession, custody and control on the date of the hearing, Novembber 7, 1983, except as noted below:

A. Each party is awarded any and all bank accounts of whatever nature and description and the proceeds therein which were in their indi-

vidual names as of November 7, 1983. To extent that there were existence any Joint Bank accounts of any type or description or other similar type acc ount standing in the names of both of the parties, they are to be divided equally between them.

B. The Defendant shall pay Plaintiff the sumof 600.00 and Plaintiff shall convey to Defendant her interest in the parties.'"camping Trailer."

C. The Defendant shall pay to plaintiff the sumofTwo Thousand and 00/100 Dollars $ 2,000.00 and Plaintiff shall convey to Defendant her interest in the Pa rties **Camp** located on leased land at Garland Pond

D. The Defendant is awarded the 1984 Buick automobile currently in his possesion.

E. The Plaintiff is awarded the 1981 Buick automobilile currently in her possession.

F. Any Stocks and Bonds or similar items owned by the by the parties not otherwise disposed of this judgment shall be divided equally between them.

G. Each party is to be responsible for any indebtedness incurred or existing on personal property awarded to that person.

8. The Principal residence owned by the parties and all real estate adjacent to and associated with said residence property is ordered sold in a Commercially reasonable maner so as to bring the best possesible price. The Defendant is to be primarily responsible for carrying out of this sale which must be conducted within 2 years of the date of this order a after payment of any taxes, cost or fees, exclusive of any bro ker's fee, which fee shall be paid from Defendant's share of the proceeds,The net proceeds of said sale are to be divided equally between the parties, however,provided that the minimum payment which shall be made to plaintiff from the Sale of said house is Twenty-Four Thousand Dollars $24,000.00) The Defendant is to have exclusive right to possesion.

And use of the premisse pending sale of the Property FurtherThe Defendant shall be responsible for all repair maintenance,upkeep and payment for charges Utilities, heat and taxes The Defendant shall not suffer Waste to the said premises nor encumber the same in anyman ner without the expressed written consent of defendant

9.The Court finds that the fair market value of the insur insurance agency jointly owned by the parties is Forty-Three Thousand Thousand, Seven Hundred and Fifty and 00/ 100 Dollars $ 43,750.00) including real estate an buildings there on together,with furniture,fixtures,equipment and inventory of the business. Accordingly, Cou rt sets aside to the Plaintiff a one half interest in said business and orders the Defendant pay to Plaintiff the Sum of Twenty-one thousand eight Hundred Seventy-two and 50/100 Dollars ($ 21,872.50). It is further order ed that the Defendant may make payment to plaintiff for said amount payable monthly over a period of 10 years together with lawful interest there on in amount equal to that legally chargeable on judgments pursuant to Maine Statutes (T. 14 M.R.S.A. § 1602).

10. Further,the Court orders the Defendant to pay Plain iff's counsel the sum of Three Thousand and 00/100 Dollars ($ 3,000.00) towards counsel fees.expenses and cost incurred on her behalf.Execution to issue forthwith to secure payment there of.

11. Counsel for Defendant shall be responsible for preparing and recording the decree of Divorce or appropriate abstract and for payment of Fees there on pursuant to T. 19 M.R.S.A. § 722-A.

Dated: December 7, 1983 *" ss./ Thomas E. Delahant J."*
Justice, Superior Court.

A-43.

STATE OF MAINE **SUPREME JUDICIAL COURT**

DOCKET NO.OXF.-03-462

GRACE ST. HILAIRE

v. **ORDER**

CLEMENT ST.HILAIRE

Appellant Clement St.Hilaire has filed the folowing four documents with the Court, in addition to his briefs authorized by M.R.App. P.9:

(1)"Appeal from the Superior Court (Oxford County) Obection of Newly Discovered Evidence, Maine Rule Appellate Procedure Rule 10 (b) [sic],"dated December 29, 2003:

(2)"Appeal from the Superior Court (Oxford County), Obection Superior Clerk Action,M.R.Civ. P. 67 deposit in Court [sic]," Dated January 9, 2004:

(3) "Appeal from the Superior Court (Oxford County), Obection Superior Clerk Action, Rebuttal of Receivership action {sic}." dated January 21, 2004.

(4)"Appeal from the Superior Court (Oxford County), Rebuttal to the Plaintiff Objection to Defendant,s. Motion of for Joinder and Rebuttal to Plaintiff Response to Defendants Objection to Receivership motion [sic]," dated January 24,2004 After due consideration, it is here by ORDERED pursuant to M.R. App. P. 10 (b) & (c) that any and all requests for procedural orders or substantive relief contained in these documents are DENIED.

Dated "ss./2/5/04

"ss./ Leigh I. Saufley,"
Chief Justice"

A-44.

MAINE SUPREME JUDICIAL COURT

Reporter of Decisions

Decision No. 6555

Law Docket No. Oxf-92-391

GRACE ST.HILAIRE

v.

CLEMENT ST.HILAIRE

Submitted on Briefs June 3, 1993

Decided July 1, 1993

Before Wathen, C.J. and Roberts, Glassman, Cliford, Collins, Rudman and Dana, JJ.

MEMORANDUM OF DECISION

Defendant Clement A.St.Hilaire appeals from an order of the Superior Court (Oxford County, Alexander, J.) arising from his failure to pay money owned to Plainttiff Grace St. Hilaire, his former wife, pursuant to Divorce Judgment, Subsequently Amended.

The Order Comcommitted St. Hilaire's Contentions, we discern no clear error or abuse of discretion in the Court;s order. Moreover, because St.Hilaire has paid the amount due under the order. his objection to that part of the order mandating his incarceration is Moot. International Paper Co. v. United Paperworkers Int'l Union 551 A 2d 1356 (Me. 1988).

The entry is: " Judgment affirmed."

Plaintiff Robert E. Mullen, Esq.

Clement A St. Hilaire
Pro-se.

A-45.

STATE OF MAINE
KENNEBEC, SS.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-81-152

GRACE A. ST.HILAIRE,
Plaintiff

v.

CLEMENT A.ST.HILAIRE
Defendant

[Received and Filed]
[Aug.7, 1992]
Order

Based on the judgment stated on record, defendant is in contempt for failure to pay $ 11, 119.11.

ORDERED :

1. Defendant is committed to Oxford County Jail,and he may be released upon payment of the $ 11,119.11to Plaintiff, payment to be made through plaintiff's counsel.

2. Plaintiff is awarded an additional $600.00 toward attorney's fees associated with litigating this matter after March 26 (1991.)

Dated: August 5, 1992

"ss./Donald G. Alexander"
Donald G. Alexander
Justice, Superior Court

STATE OF MAINE SUPERIOR COURT
OXFORD, ss. SOUTH PARIS, ME.
A TRUE AATEST COPY
"ss./Donna L. Howe"
Clerk of Courts

STATE OF MAINE
OXFORD,ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-81-152

GRACE A. ST.HILAIRE
Plaintiff

[Received & Filed]
[July 7, 1986]

v.

CLEMENT A.ST.HILAIRE
Defendant

ORDER

This cause came on for hearing, and was argued by counsel,upon the motion of the plaintiff for contempt and enforcement of the judgment dated December 7, 1983, After due notice, the plaintiff appeared in person and through counsel. The Defendant appeared Pro-se. Both parties testified

I. REQUEST FOR CONTINUED CHILD SUPPORT

The divorce judgment ordered the defendant to pay $ 50.00 per week Support for the parties' minor child Scott who will become 18 years of age on October 23, 1986.The plaintiff seeks an Order requiring the defend ant to continue support payments until Scott graduate from high school in June, 1987.

This request is denied. See Lagarde v. Lagarde, 437 A 2d 872, 875, (Me. 1981); and Title 19 M.R.S.A. § 303

II. AILIMONY PAYMENTS

The plaintiff alledges that the defendant has wronfully reduced alimony payments to her by 25 % from June, 1984 to present.Among the parties'marital assets divided by the 1983 judgment was their insurance agency business located in Rumford, The Court found the fair market Value of the business to be $43,750.00 and set aside to the plaintiff aone half interest in the amount of $21,872.50 which the defendant half was to pay in full to plaintiff within six months(June 7, 1984 or he could exec ute a promissory note to plaintiff and pay her over a 10 year period with interest.

The Court further ordered that the Defendant pay to plain tiff the sum of $ 100.00 per week alimony for 10 years which sum was to be reduced by 25 % when the defendant paid plaintiff for her interest in the agency, 25 % on the payment of proceeds from the sale of their marital residence and 25 % af ter five years.In June,1984 the defendant executed a note to plaintiff for her interest inthe agency and he has made payment on it to June, 1986. At the time he furnished the note to her he reduced his Alimony payments by 25 %.

The Judgment states:

> **6**.....It is further ordered that upon the sale of the parties' residence or disposition of the insurance company....in accordance with the court's Order as noted below, said alimony payments shall be decreased by 25 %
>
> **9**..... The Court.... orders the defendant to pay to Plaintiff the sum of Twenty-one thousand Eight Hundred Seventy Two and 50/100 dollars. ($ 21,872.50)..... the defendant may make pay ment to the plaintiff of this amount within six months here of or may within said period execu te a promissory note in favor of the plaintiff for said amount monthly over a period of 10 years together with lawful interest...

The Judgment provided for"disposition"of the insurance agency by one of two means: payment of fixed sum in full with with in six months payable with substantial interest over 10 years.

At the hearing on plaintiff' motion the court stated that the intent of its order regarding alimony was that it continue at the full rate until the defendant had met his full obligation for payment on the agency. Since that time the court has had the opportunity to reexamine the judgment and to review its own notes taken at the original divorce hearing and utilized

To draft the judgment.The order made orally in court is vacated. Plaintiff's request for an award of arrears for alimony payments reduced by the defendant is denied. Upon execution and commencement of payments pursuant to the note in June,1984 The defendant had comp lied with the Order regarding"disposition"of the agency and was enti tled to a 25% reduction in alimony payents. The Plaintiff's Motion for contempt and enforce ment on this point must be denied.

III. SALE OF MARITAL RESIDENCE

Prior to the granting of the divorce the plaintiff had mo ved from the marital residence in Rumford and the defendant continued to remain in the home. In addition to being an Insurance agent the defendant is a real estate broker and by the divorce judgment was entrusted to sell the residence an pay to plaintiff her equitable share. Specifically, the judgment decreed that:

8. The principal residence.and all real estate adjacent to and associated with said residence property is ordered sold in a commercial reasonable manner so as to bring bring the best possible price.The defendant is to be resp onsible for the carrying out of this sale which must be conducted within 2 years of [December 7, 1983].The net proceeds of said sale are to be divided equally between the parties, however, provided that the minimum payment which shall be made to plaintiff from the sale of said house is Twenty-four Thousand Dollars.
($ 24,000.00).. Emphsis added.)

Since the date of judgment, the Defendant listed the property for sale within his agency but has taken no other steps to list the property for sale with other agencies, to advertise or even place a sign on the premises. Such lack of action on the defendant's part runs totally councounter to the Order of this Court.This court cannot consider the defendant's dilatory in In failing to market and sell the house and real estate estate as even remote

Being "a commercially reasonable manner".The defendant has willfully failed to market and sell the premises solely for his own gain to provide himself with a home at the lowest possible costs to himself. He has ignored and disregarded the rights of the plaintiff and the order of this court.

IV. JUDGMENT

The entry will be:

A. Plaintiff's motion to maintain support for the parties' minor child Scott after his eighteenth birthday is denied.

B. Plaintiff's motion for contempt an enforcement regarding Alimony payments and for arrears is denied.

C. Plaintiff's motion for contempt and enforcement of the Divorce Judgment regarding sale of the parties' residence is granted.

It is Ordered that the defendant shall forth with contract with a licensed real estate broker or rea ltor in the Rumford area who shall be given the exclusive right to sell the subject premise accord ing to terms of the Divorce Judgment.

Judgment is hereby awarded to the plaintiff against the defendant in the amount to which plaint iff is entitled pursuant to paragraph 8.of the divorce Judgment plus lawful interes from the date of this Order (T. 14 M.R.S.A. 1620).

It is further Ordered that the defendant report this court in writing,beforeJuly 20,1986 the name of the person or agency with whom he has contracted to market and sell the property and the date and terms of the contract.The defendant shall attach a copy of the Contract. The defendant shall attach a copy of the contract and shall furnish an affidavit under oath from the broker,or realtor verifying thatthe property has been assign-

ed and is being marketed. The defendant shall furnish to the broker or realtor selected by him a copy of the divorce Judgment and this Order. No person or member of the agency selected by defendant shall be related to him by blood or marriage nor shall such person or agency have any financial or other interests with the defendant. The plaintiff or her counsel shall have all rights to inspect or copy all documents and records pertaining to said property, including any contract executed between the defendant and any person or agency engaged to sell the property. The Court reserves the right to cancel, void or amend any contract executed for the sale of the property. Pending sale, the defendant shall pay to plaintiff the sum of two Hundred and 00/100 dollars ($200.00) per month as rent on or before the tenth day of each month, commencing on July 10, 1986.

D. The defendant shall appear in person before this court on Tuesday, July 29, 1986, to explain fully all steps taken to market and sell the property pursuant to the judgment and this order.

E. The defendant shall pay to plaintiff's counsel fee and costs for prosecution of this motion which amount will be set by the court after receipt of a statement of service and approriate affidavit.

So Ordered.
Dated: July 3, 1986

" ss./ Thomas E. Delanty II."
Justice, Superior Court.

A-51.

STATE OF MAINE
OXFORD,ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-81-152

GRACE A.ST.HILAIRE
Plaintiff

[Received & Filed]
[Aug.5, 1986]

v.

ORDER AMENDING DIVORCE JUDGMENT

CLEMENT A.ST.HILAIRE
Defendant

This cause came on for hearing upon the Order of this court dated July 3, 1986.

Pursuant to terms of that Order,the defendant was obligated to take certain affirmative action to market and sell the parties' marital residence. He has failed to do so and is in contempt of that Order and the divorce Judgment of December 7, 1983.

I, AMENDMENT JUDGMENT

The plaintiff is entitled to enforcement of the judgment. It is therefore Ordered, Adjudged and decreed that the Divorce Judgment of December 7, 1983 is amend by striking deleting paragraph **8**, (pages **4 and 5**) and substituting therefor the following.

8. The principal residence owned by the parties and all real estate adjacent to and associated with said residence property is ordeed sold in a commercially reasonable manner so as to bring the best possible price. Effective immediately plaintiff shall have sole and exclusive right to use and possession of the marital residence property and all rights as may be necessary to to market and sell the property.

The defendant shall vacate said premises and remove all personal property and belongings from the residence on or beforeAugust.8,1986

If the defendant fails to abide by this Order,a writ possesion shall issue directing the Sheriff of Oxford County or his authorized representative to remove the defendant and his property there from.The plaintiff is to be solely responsible for carrying out the sale of the premise in an expeditious fashion. After payment of any taxes, costs or fees associated with the sale, exclusive of any broker's fees or sheriff's fees upon writ of Possesion, which fees shall be paid from the defendant's share of the proceeds,the net proceeds of said are to be divided equally between the parties, however provided,that the minmum payment which shall be retained by the plaintiff fromthe sale of said house isTwenty-FourThou sand and 00/ 100 Dollars ($ 24,000.00) Further costs and expenses for repairs,maintenance upkeep and payment for charges of utilities heat and taxes shallbe paid by the the defendant. If not paid by the date of the sale the shall be deducted from his share of the net proceeds. Neither party shall suffer waste or damage to the prem ses.Neither party shall encumber the same in any mann er with out the expressed written consent of the other.

II. ORDER OF JULY 3, 1986

It Is further Order, Adjudged and Decreed that the Order of this Court dated July 3, 1986 is amend in Part IV.(Judgment),Paragraph C. by deleting subparagraphs 1,2,4,5,6,7and 8 as they pertain to defendant's obligation to market and sell the property and to pay rent to plain tiff.Subparagraph 3 relating to a judgment amount and interest thereon shall remain in full force and effect.

III. COUNSEL FEES

Pursuant to the Court's order of July 3,1986, counsel for plaintiff has submitted a statement of services render ed support by affidavit.For the prosecution and conduct of the hearings held June 13 and July 29, 1986 the defendant shall pay to plaintiff the sum of $ 546.02 as counsel fees and expenses incurred and the plaintiff shall have

Judgment against defendant in the amount.Execution to issue.The Clerk shall incorporate this Order into the docket by reference.

So Ordered

Dated: August 4, 1986 *"ss./Thomas E. Delahanty II."*

Justice, Superior Court.

STATE OF MAINE
OXFORD, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV -81-152
[Received & filed]
[Nov. 25, 1987]

GRACE A.ST.HILAIRE
Plaintiff.

v.

CLEMENT A.ST.HILAIRE
Defendant

ORDER ON PLAINTIFF'S MOTION FOR CONTEMPT DIVORCE JUDGMENT AND ENFORCEMENT OF

This cause came on for hearing upon the motion of the plaintiff for contempt and enforcement of the divorce judgment dated December 7, 1983, and subsequent amendments there to dated July 3, 1986 and Aug. 4, 1986. The Plaintiff appeared in person and with counsel.

The defendant appeared Pro-se. Both parties testified.In the original divorce judgment the court ordered that he defendant be responsible for conducting a sale of the parties' marital residence.It further provided disbursem ents and division of the net proceeds to the parties.after a period of time the plaintiff alleged that the defendant had not made a good faith effort to sell the premises an sought enforcement of the divorce judgment.After two separate hearing the court(shifted)the responsibility for sale of the premises to the plaintiff an vested in her the sole and exclusive right to market and sell the premises. This Amendment to the original judgment **shifted** only

The responsibility for sale of the premisses and did not change or affect in any way the distribution of proceeds from the sale."

The defendant, appearing pro-se as he has in the current proceeding, appealed this court's decision to the law Court which in a decision dated May 29, 1987. affirmed the Judgment of the Court. In its written opinion the Law Court noted that distribution of the net proceed of the sale of the real estate under the amended judgment is the same as under the original divorce judgment.

None of the rights of the parties were affected and the plaintiff sought only enforcement of the judgment.Ifthe Shifting of responsibility for the sale prejudices the defendant in any way by reducing his share of the sale pro ceeds it is due only to his continued obstinance and frivolous arguments which serve only to increase fees and costs chargeable to him.

Since the date of the decision by the Law Court the plaintiff has contracted with a real estate agency for the exclusive right to market and sell the premises. (See;Plain tiff's Exhibit No.4) The Plaintiff has now filed with court a further motion to have the defendant held in contempt and to enforce the terms of the divorce judgment as amended. In support of her motion she asserts that the defendant has interefered with attempts by her real estate agent to sell the premises and that he has notified the agency and her attorney that he maintain a right to to" Co-broker" a sale of the premises and the exclusive right to sell part of the marital property located across the street from the home.(Letter dated July 9,1987from defendant to plaintiff's real estate agent)the defendant's position is without merit. After hearing, the court finds that the defendant is in contempt of an Order of this Co urt and that he has willfully interefered with the plaintiff's good faith attempts to market and sell the premises in question.

The defendant has placed his own "for Sale"sign on the premises in question and by quit-claim deed has attemp ted to convey without consideration his one-half interest in the premises to his son, Timothy L. St.Hilaire and Two-thirds to his mother,Emelda A.St/Hilaire(See; Defendant's Exhibits 1,2 and 3,Quit claim deeds dated October 21,1987 and recorded in the Oxford County Registry of Deeds (So.Paris) at 1517, pages 175, 177,and 179.) The Court finds that these transfers are fraudulent and have been entered into by the defendant solely for the purpose of defeating the plaintiff in her good faith attempts to sell the premises pursuant to the court order and that these transfers are null and void.

Further, the defendant has failed to pay attorney's fees in the amount of $ 546.02 as previously ordered.The pla intiff further seeks an award of attorney's fees for defending the appeal taken by the defendant and for prosec ution of the present motion.

After hearing, it is ORDERED , ADJUDGED and DECREED That

1. Plaintiff has the sole and exclusive right to sell the parties' marital property as provided in the Amended Jud gment dated August 4, 1986: including,the right to contract with real estate agency to market the premises and handle the details of the sale, without the consent of the defendant.

2. The Defendant has interefered with the plaintiff's good faith attempts to market and sell the premises.

3. The defendant is in contempt of orders of this court.

4. The Defendant shall, within 24 hours hereof, remove his "for sale"sign from the premises and he shall not directly or indirectly or through an agent,servant or emp loyee replace his sign with any other nor shall he remove any sign placed there by the plaintiff or her agent, servant or employee, or by any person authorized by her to act on her behalf for the marketing or sale of the

Property.

5. The defendant is hereby prohibited from entry upon the land or premises which are subject of this action for any purpose whatsoever.

6. The defendant shall take no action to impede, interfere with or restrain the plaintiff's attempts to market an sell the premises.

7. The plaintiff has exclusive rights, without the consent of the defendant, to accept or reject any offer for purchase of the premises.

8. At such time as the plaintiff accepts an offer for the sale of the premises it is ordered that the defendant shall fully cooperate and execute any all document that may be required to complete the sale thereof.

9. The defendant is responsible for broker fees, taxes, the ex- penses of upkeep, and other costs as previously provided in the original and amended judgments.

10. The defendant shall forthwith pay to the plaintiff the sumof$ 546.02 for attorney's fees as previously ordered

11. The Court awards to plaintiff a reasonable attorney's fee and expenses incurred in defense of the appeal to the Supreme Judicial Court and for prosecution of the present proceedings. Counsel for plaintiff shall submit to the court a statement of service supported by an appropriate affidavit and the court will there upon set an amount.

12. The clerk may enter this Order into the docket of this case by reference.

So Ordered.

Dated: Nov. 23 1987. *"ss./ Thomas E.Delahanty, II."*

Justice Superior Court.

STATE OF MAINE
OXFORD, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-81-152

GRACE A. ST.HILAIRE
Plaintiff

v.

CLEMENT A.ST.HILAIRE
Defendant

[RECEIVED & FILED]
[JAN.14 1988]
ORDER

On Nov. 25, 1987, This Court filed its order on plaintiff's Motion for Contempt and Enforcement of Divorce Judgment.The Clerk mailed attested copies of the order to the parties on that same date.see; (docket entries for November 25, 1987)

Subsequent to entry of this order the defendant filed a pleading entitled "Motion Pleading for Hearing to resol ve the Issue at hand (Marital Property)."There is no pro vision for this type of Motion in our rules of prosedure and even if it is properly before the court it is nonsensi-nonsensical and does not demand any relief which this court can grant this time.The Court finds that it is frivil-ous and interposed only as a further delaying tactic and to harras plaintiff and her counsel.On December16 1987 the defendant filed "Requests of findings od facts of the Conclusion of Law" The Court assumes that the defend ant seeks special findings of facts and conclusions of law pursuant to Rule 52 (a), M.R. Civ.P. The Defendant's request was not timely filed puesuant to rule. Further, the Court's written decision sufficiently sets forth the basis of its ruling. **The Entry will be:**

1. Defendant's "Motion Pleading for a Hearing to resolve the Issue at hand (Marital Property)" is DISMISSED.

2. Defendant's "Requests of findings of facts of the Conclusion of Law" is DENIED.

Dated January 13,1988 *"ss./ Thomas E.Delahanty II."*
Justice, Superior Court.

A-58.

STATE OF MAINE
OXFORD, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO.CV.-81-152

GRACE A.ST.HILAIRE
Plaintiff

v.

CLEMENT A.ST.HILAIRE
Defendant

EXERCISE OF FIRST RIGHT OF REFUSAL AS CO-OWNER OF PLAINTIFF, EQUITY

PURCHASE $ 39,769.00
DEPOSIT $700.00 BID-IN

COMES NOW Clement A. St.Hilaire, Defendant has deposit with the Court for Purchase and sale Contract for 457 Blanchard Street,and All Lots 454,455,456,457458 and 410 of Rumford, Maine on the day of Court Providing that Plaintiff Present a Warranty Deed only by Grace A.St.Hilaire to secure a Mortgage Interest in the Amount of $ 39, 286.50

This Loan Amount is provideed in Certified Check on the condition only the Warranty Deed From Grace is Submitted to the Bank on following Day.

The Bid-in Amount being higher Ourchase the Equity of $39, 769.00 To Have Bid more than the Best Offer one Half the present Bid as CoownerM.R.CIV.P.Rule 67

Justice of the Day

A-59.

RECEIVER'S DEED

NORMAN RATTEY,of Brunswick, Cumberland County, Maine being the duly appointment Receiver of the premise hereby conveyed pursuant to the order on Plaintiff's Motion for Appointment of Receiver issued by the Superior Court of Oxford County,Maine. Docket No. CV-81-152 dated June 18, 2003, a copy of which is attached hereto, hereby grant to **Timothy J. Lapointe** and **Margaret A. Lapointe** of 18 Lockness Road, Rumford, Oxford County, Maine, as Joint tenants a certain lot or parcel land situated on Blanchard Street in **Rumford,** Oxford County, Maine,bounded and descri bed as follows:

Those certain parcels of land situated in Rumford County of Oxford,and State of Maine, shown as Lots 454,455, 456,457, 458, and 410 on a Plan of Virgina Terrace" dated July 1924 and recorded in the Oxford County Registry of deeds, Plan No. 28, A-14 1/2

IN WITNESS whereof, the said Norman Rattey, Receiver, has signed and sealed this instrument this 9th Day of December, 2003.

Witness: *"ss./Norman J Rattey "*

Norman J. Rattey Receiver

STATE OF MAINE
COUNTY OF ANDROSCOGGIN, ss.

Personally appeared before me this 9, day of December 2003, the above-named Norman Rattey, Receiver,acknowledge the foregoing instrument to be his free act and deed, in said capacity.

"ss./ Karen J. Goslin "
Karen J. Goslin
Notary Public

My Commission expires: May 12, 2005

A-60.

STATE OF MAINE
OXFORD,ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV 81-152

GRACE A. ST.HILAIRE
Plaintiff

v.

CLEMENT A.ST.HILAIRE
Defendant

APPLICATION OF NORMEN RATTEY RECEIVER TO DEPOSIT PROCEEDS IN AMOUNT OF $ 72, 949.99 IN COURT
ME. R. CIV. P. 67

NOW COMES Norman J. Rattey, Receiver, appointed by this court pursuant to the Order dated June 18, 2003, hereby requests that this Honorable Court authorize him to deposit the net proceeds of the sale of the premises located at 457 Blanchard Street, Rumford, Maine, in the amount of $ 72, 949.99 with this Court. In support of the application, the application submits the following

1. A photocopy of the check in amount of $ 72,949.99 payable to the Receiver issued by Central Maine Title Company. This check has been deposited in trust account os Skelton, Taintor & Abbott P.A.

2. A Copy of the **opinion of Value of Bob White** of Riverside Realty.

3. A copy of the Listing agreement between the under signed and Bob White of Riverside Realty.

4. A copy of the purchase and sale agreement between the undersigned and Timothy J. Lapointe Margaret A. Lapointe.

Respectfully submitted this 16 day of December, 2003

" ss./ Norman J. Rattey"
Norman J.Rattey Receiver